

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple, Inc.
(hereinafter "Contractor")
And
State of Montana
(hereinafter "Participating State/Entity")

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1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Cooperative Purchasing: Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or State public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

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3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

4.1 Compliance with Laws: Contractor shall, in performance of work under this contract, fully comply with all applicable federal and State laws. Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

4.2 Non-Compliance with Department of Administration Requirements: The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, with mutual written agreement of Contractor.

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Contractor shall maintain an Information Security program that contains elements of various different Information Security Frameworks and is compliant with all of the regulations, contractual, and legal requirements that apply to global operations, including EU Safe Harbor, PCI, SOX, and WebTrust. As such, Contractor shall apply controls from several security frameworks such as NIST SP 800, ISO 27000, and SANS Top 20. Contractor's Security programs can be located at the following address:

General security information:

<https://www.apple.com/support/security/>

Privacy:

<http://www.apple.com/privacy/>

iOS Security:

https://www.apple.com/business/docs/iOS_Security_Guide.pdf

OS X Security:

http://training.apple.com/pdf/osx_wp_security_108.pdf

4.3 Non-Exclusive Contract: The intent of this contract is to provide State agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of State agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.4 Registration with the Secretary of State: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

4.5 Venue: The parties agree that any litigation concerning Montana's usage of the Participating Addendum or the Master Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Section 18-1-401, MCA).

4.6 Required Reporting: Contractor shall submit quarterly reports to the Contacts Officer (CO) assigned by the State to manage this contract. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. These reports are due no more than 30 days after the end of the quarter.

First Quarter: July through September
Second Quarter: October through December
Third Quarter: January through March
Fourth Quarter: April through June

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Ralph Wright
Address	11921 Freedom Drive, Ste. 600 MS 188-RE, Reston, VA 20191
Telephone	512-415-6199
Fax	
E-mail	ralph.wright@apple.com

Participating Entity

Name	Steve Haynes
Address	125 N. Roberts St., Helena, MT 59620
Telephone	406-444-2516

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Fax	406-444-2529
E-mail	shaynes@mt.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. No partners will be utilized by Contractor under this Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by and shipped to a Participating Entity or Purchasing Entity for a Product and/or Service available from Contractor under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

9. Leasing: Leasing is NOT anticipated under this Participating Addendum. Leasing terms have NOT been established as part of this Participating Addendum or Master Agreement. Purchasing Entities considering leasing shall comply with any statutory obligations with respect to leasing and shall obtain prior written permission from the State's Chief Procurement Officer to (1) negotiate a leasing agreement between itself and the Contractor and (2) sign the negotiated leasing agreement. If the State's Chief Procurement Officer's written permission is not obtained as described above, the leasing agreement is voidable. In the event that a lease agreement is voided, the Participating Entity or Purchasing Entity will remit all outstanding balances owed under the lease in full within 30 days to the Contractor, including any interest accrued.

10. Services. The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (i) "Service Descriptions" used to describe any services purchased by an entity;

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(ii) Any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

11. Delivery. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

12. Insurance. Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

13. Payment. Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

14. Audit. All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

15. Licensing. Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

16. Acceptance Testing. Contractor shall provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

17. Accessibility Standards. Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

18. Nonvisual Access Standards. Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

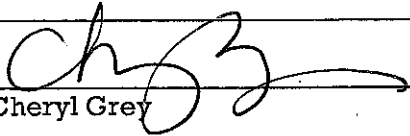
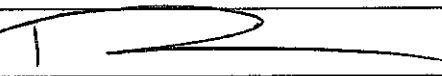
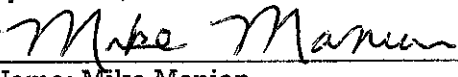

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19. Entire Agreement; Modifications. Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Montana	Contractor: Apple, Inc.
By: 	By: 
Name: Cheryl Grey	Name: Rebecca Whitaker
Title: Administrator, State Financial Services Division	Title: Manager, US Contract Operations
Date: 12-10-15	Date: 12/9/15
Approved as to Legal Content:	State of Montana CIO
By: 	By: 
Name: Mike Manion	Name: Ron Baldwin
Title: Chief Legal Counsel	Title: CIO
Date: 12/10/15	Date: 12-14-15